

RESOLUTION NO. 2012-137

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A FIRST AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROCKLIN AND THE PUBLIC SAFETY MANAGERS' BARGAINING UNIT
(Originally Approved by Resolution No. 2011-137/September 27, 2011)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City of Rocklin and the Public Safety Managers' Bargaining Unit entered into a Memorandum of Understanding (the "MOU") regarding terms and conditions of employment on September 27, 2011 by City Council Resolution No. 2011-137.

Section 2. A First Amendment to the MOU in the form attached hereto as Exhibit A and by this reference incorporated herein is hereby approved and the City Manager is hereby authorized to execute the Amendment on behalf of the City of Rocklin.

PASSED AND ADOPTED this 24th day of July, 2012, by the following vote:

AYES: Councilmembers: Yuill, Ruslin, Magnuson, Hill

NOES: Councilmembers: None

ABSENT: Councilmembers: Storey

ABSTAIN: Councilmembers: None



Peter Hill, Vice Mayor

ATTEST:



Barbara Ivanusich, City Clerk

EXHIBIT A

THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN AND THE PUBLIC SAFETY MANAGERS' BARGAINING UNIT (Originally Approved by Resolution No.2011-137/September 27, 2011)

This First Amendment to the Memorandum of Understanding is entered into this 24th day of July, 2012, by and between the City of Rocklin (the "City") and the Public Safety Managers' Bargaining Unit ("PSM").

Recitals

1. City and PSM (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), approved by the City Council by Resolution No. 2011-137, on September 27, 2011. The effective date of the MOU is July 1, 2011.
2. The Parties have determined that it is reasonable and appropriate to make certain changes in the form of a First Amendment to the MOU ("Amendment").

Agreement

Now, therefore the Parties agree to amend the MOU to incorporate the changes and additions set forth below. Except as amended by this Amendment, the provisions of the MOU remain in full force and effect. Except as otherwise specified, capitalized terms contained in this Amendment shall have the same meaning as those contained in the MOU.

Section II- Article 9 - Compensation. Paragraph B is amended to read as follows:

"B. Effective July 1, 2012, salaries for the following classifications will be adjusted as follows:

Police Crime Prevention & Volunteer Coord.	1.5%
Police Records and Communications Manager	1.5%
Battalion Chief - Administration/Training	1.5%
Battalion Chief – Line	1.5%
Battalion Chief – Prevention	1.5%

Effective July 1, 2012, Lieutenants Milka and Roide will be placed at Step 4 of the revised Police Lieutenant salary range as shown on Exhibit A of this MOU. Effective January 1, 2013, Lieutenants Knox and Butler will be placed at Step 4 of the revised

Police Lieutenant salary range as shown on Exhibit A of this MOU. Thereafter, each Police Lieutenant will be eligible for a merit (step) increase one year from the date they were placed at Step 4 of the revised Police Lieutenant salary range as shown on Exhibit A of this MOU until they reach the top step identified within Exhibit A of this MOU.”

Section II – Article 9 – Compensation. A new paragraph E is added to read as follows:

“When a Battalion Chief-Prevention or Battalion Chief-Administration/Training is assigned to a special duty assignment such as a management team assignment or strike team leader position, the incumbent shall be reimbursed at a rate of one and one-half (1.5) times their regular rate as reimbursed by contract with OES or other contracting agency such as CalFIRE. This pay will be only for those hours reimbursed by the contracting agency. These hours shall be noted on their timesheet and their timesheet signed by the Fire Chief. Pay is for contract assistance to outside agencies and is reimbursed to the City by the contracting agency. An example of a Special Duty Assignment would be contractual assistance to a CDF Management Team or as Strike Team Leader assignments working in the capacity of “Division” Chiefs to OES.”

Section II – Article 10 – 2012-13 Mandatory Time Off (MTO) Program is amended to read as follows:

“The classifications identified in this article agree to participate in the MTO program as outlined below:

A. The Mandatory Time Off (MTO) program shall require Employees take ten (10) days off from work without pay each fiscal year for the term of this Document. This furlough program is the approximate equivalent of a 3.5% pay reduction in base salary. The MTO dates with the corresponding pay periods are as follows. It is understood that specific departments may need to establish alternate MTO dates within the corresponding pay periods to address operational needs.

FISCAL 2012 / 2013

2012

MTO	Pay Period
July 6	6/30 - 7/ 13
Aug 3	7/28 – 8/10
Aug 31	8/25 – 9/7
Oct 12	10/6 - 10/19

2013

Jan 18	1/12 – 1/25
Feb 15	2/9 – 2/22

Mar 15	3/9 – 3/22
Apr 19	4/6 – 4/19
May 24	5/18 – 5/31
Jun 21	6/15 – 6/28

The City reserves the right to rescind or modify the program at any time in the future. Modifications to the program will be subject to the Meet and Confer process. Participation in the program is subject to the following rules and guidelines:

1. The MTO program is mandatory. If an Employee does not take MTO on the scheduled dates and/or does not make up the 10 days in the fiscal year, they agree to a payroll deduction equal to the untaken balance up to 10 days without pay over the fiscal year.
2. Employees shall sign an MTO program acknowledgement form stating that they are aware of the MTO requirements as stated herein. This will authorize the City to make a corresponding payroll deduction if MTO is not taken by fiscal year end.
3. MTO will not affect time toward step advancements, completion of probation, or receipt of holiday pay.
4. MTO will count as paid time in determining sick leave and vacation accruals.
5. Paid leave time cannot be used in lieu of MTO.
6. MTO will not affect health and welfare insurance plan contribution amounts, if any (medical, dental, vision and life).
7. Employees lose their overtime exemption in the week in which they take MTO. Except in an emergency, Employees agree that they will not exceed 40 hours of combined MTO and paid status in any week that includes an MTO day or days.
8. Employees will earn CalPERS service credit as described in the CalPERS law. Under CalPERS law, a full year of service credit is earned if an Employee has a minimum of 1,720 paid hours (excluding overtime) in a fiscal year.
9. Unless otherwise amended or discontinued by the City, this program will extend through June 30, 2013.

*Classifications subject to MTO:

Fire Battalion Chief – Training/Administration

Fire Battalion Chief – Prevention
Police Records and Communication Manager
Police Crime Prevention and Volunteer Coordinator

In recognition of the compaction that exists between Police Lieutenants and their subordinates, Police Lieutenants are excluded from the MTO program in FY 12/13.

B. In lieu of participation in the MTO program, individuals in the classification of Battalion Chief – Line will pay 3% of their CalPERS member contribution during fiscal year 2012/13.”

Section III – Article 11 – Health, Dental, Vision, Long-Term Disability, Life and Accidental Death & Dismemberment Insurance. Paragraph 3 is amended to read as follows:

“3. Life and Accidental Death and Dismemberment Insurance

The City shall provide life insurance on each Employee in the amount of \$200,000 of basic life plus \$200,000 accidental death and dismemberment insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

Effective July 1, 2012, the City shall provide new hire Employees basic life and accidental death and dismemberment insurance in the amount herein specified. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

Battalion Chief – Admin/Training	\$100,000
Battalion Chief - Line	\$100,000
Battalion Chief – Prevention	\$100,000
Police Lieutenant	\$100,000
All Other Classifications	\$50,000”

Section III – Article 11 – Health, Dental, Vision, Long-Term Disability, Life and Accidental Death & Dismemberment Insurance. New paragraph C.6 is added to read as follows:

“6. In no event shall the Health Coverage Reduction Incentive, in combination with the current coverage expenditure for the individual employee, exceed the current health expenditure cap set forth in Section B.1 of this Article.”

Section III – Article 14 – Retirement Benefits. Paragraph B is amended and new paragraphs C and D are added to read as follows:

"B. The City shall contribute five and one half percent (5.5%) of salary towards the Employee's contribution for Miscellaneous members. The Employee shall contribute one and one half percent (1.5%) of his/her salary towards the individual Employee's retirement contribution. For Public Safety members, the City shall contribute the entire Employee normal CalPERS member contribution (9% for safety members).

C. For Employees hired on or after July 1, 2012, the City will contract with the State of California Public Employees Retirement System (CalPERS) for the 2% @ 60 plan for non-safety ("Miscellaneous") Employees and 3% @ 55 for Safety Employees with the following options:

- 1959 Survivors' Benefit, Third Option, Section 21573 (Sworn Fire Management only)
- 1959 Survivors' Benefit, Fourth Option, Section 21574 (all others excluding Sworn Fire Management)
- Credit for Unused Sick Leave, Section 20965
- Average of Three Highest Years of Service Compensation, Section 20037

D. Employees hired on or after July 1, 2012 will contribute the entire Employee's normal CalPERS member contribution of 7% for Miscellaneous Employees and 9% for Safety Employees."

Section III – Article 15 – Deferred Compensation. New paragraph C is added to read as follows:

"C. Employees hired on or after July 1, 2012 shall not be eligible for the City's contribution of funds for the City-sponsored deferred compensation program, but may individually participate in the deferred compensation program."

Section IV – Article 18 – Vacation. Paragraph A is amended to read as follows:

"A. For all Employees except Battalion Chief-Line

An Employee is not eligible to use vacation leave until he/she has completed six (6) months of service. Employees on a less than full-time work schedule will accrue vacation on a prorated basis. Full time Employees, except Battalion Chief-Line will accrue vacation as outlined below.

<u>Year</u>	<u>Days/year</u>	<u>Maximum Accrual</u>
1	12 (1 day per month)	200 hours
2	13 (1.083 days per month)	200 hours

3	14 (1.1667 days per month)	200 hours
4	15 (1.25 days per month)	200 hours
5	17 (1.41667 days per month)	200 hours
10	20 (1.667 days per month)	220 hours
15	22 (1.833 days per month)	240 hours
20	24 (2 days per month)	280 hours

1. Excess leave accrued but not used by December 1 will be cashed out at the Employee's base rate and paid to the Employee in the pay period following the pay period which includes December 1. The City reserves the right to require the Employee to take time off to reduce the accrued leave to the maximum accrual in lieu of making a cash payment. If the City exercises its right to require the time off, the Employee must be allowed thirty (30) days to make arrangements.

2. After the first year of service, each Employee must take one vacation period of no less than five (5) consecutive workdays during a calendar year."

Section IV – Article 20 – Sick Leave. Paragraph C is amended to read as follows:

"C. Upon termination of employment in good standing, the accumulated sick leave may be sold back as follows:

<u>Total Accumulated Sick Leave</u>	<u>Buyout Rate</u>
0 – 29 days	0%
30 – 39 days	10%
40 – 49 days	20%
50 – 59 days	30%
60 – 69 days	40%
70 days or more	50%

The formula for the buyback shall be: Total accumulated days multiplied by the current base rate in effect at the date of separation multiplied by the buyout rate from the chart above.

For new Employees hired on or after July 1, 2012, upon termination of employment in good standing, the accumulated sick leave buyout shall not exceed 10% of all accumulated hours in excess of 29 days."

Section IV – Article 21 – Management Leave is amended to read as follows:

"For all Employees except Battalion Chief-Line.

A. A significant amount of skill, effort, and devotion is required to be successful in a PSM position. In recognition of this, management leave is granted as

part of the total management compensation package. Staff assigned to a PSM classification are expected to devote the time necessary to successfully perform the position's responsibilities and to accomplish established goals. Attendance at after-hours meetings or community gatherings is frequently required of PSM positions. Further, staff assigned to PSM positions frequently spend personal time doing work related tasks. The compensation established for PSM classifications is not affected by the amount of time required, on an individual basis, for successful performance. Full time PSM positions will typically require a minimum of eighty (80) hours per bi-weekly pay period.

B. Employees may schedule their time as needed to meet the service needs of their division subject to review and concurrence by the Chief.

C. The following list of Employees shall be eligible for the specified management leave each fiscal year. Such leave shall be scheduled with the concurrence of the Employee's immediate supervisor. For existing Employees hired prior to July 1, 2012, the City Manager retains the discretion to determine management leave based on individual circumstances above the limits established below not to exceed 80 hours.

Battalion Chief – Admin/Training	40 Hours
Battalion Chief – Line	40 Hours
Battalion Chief – Prevention	40 Hours
Police Lieutenant	40 Hours
Other Employees at the discretion of the City Manager	not to exceed 40 hours

D. Employees shall be credited with and have available for use the number of days as established above as of July 1 each year. Should any Employee be hired or promoted into a PSM position after July 1, they shall be credited with a prorated amount of management leave for the balance of the fiscal year. Upon resignation or other termination of employment in good standing, the Employee shall receive a prorated amount of unused management leave on the books as of the date the resignation is submitted or the other termination is effected based on the portion of the fiscal year actually worked.

E. Management leave shall not be cumulative from year to year and may not be cashed out in-lieu of use except on leaving the employment of the City, as above."

Section IV – Article 23 – Bereavement Leave. Paragraph A is amended to read as follows:

"A. Each Employee will be eligible for up to three (3) working shifts of bereavement leave for purposes of bereavement following the death of a relative or

domestic partner. If an Employee requests additional time off for bereavement, an additional two (2) working shifts may be charged to accrued sick leave. The five-day limit will apply to all deaths that occur simultaneously.

Relatives Covered:

Spouse (including common law)	Son
Domestic Partner	Daughter
Father	Sister
Mother	Brother
Father-in-law	Grandchildren
Mother-in-law	Grandmother
Grandfather	

The following step/foster relationships are covered:

Mother	Daughter
Father	Sister
Son	Brother
Grandfather	Grandmother"

Exhibit A – Salary Schedule is amended as follows:

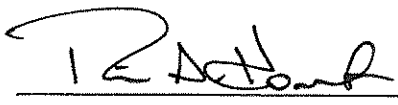
"EXHIBIT A"

PUBLIC SAFETY MANAGERS' BARGAINING UNIT
ANNUAL SALARY SCHEDULE

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Police Crime Prevention & Volunteer Coord	63731	66917	70266	73779	77468	81344
Police Records and Communication Manager	75758	79551	83517	87695	92089	96679
Battalion Chief – Administration/Training	92302	96919	101764	106848	112202	117801
Battalion Chief – Line						
Battalion Chief – Prevention						
Police Lieutenant	105465	110736	116271	122080	128190	134601

IN WITNESS WHEREOF, this First Amendment to the MOU has been executed by the Parties hereto on the day and year first above written.

City of Rocklin

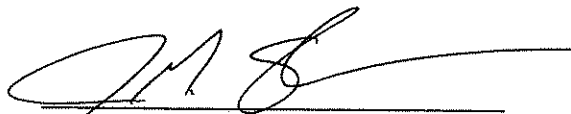


Ricky A. Horst, City Manager

Public Safety Managers' Bargaining Unit



Terry Rolde



Jason Shearer